

RK Mission Critical, LLC
20101 East 36th Drive
Aurora, CO 80011

July 29, 2022

Compute North LLC
7575 Corporate Way
Eden Prairie, MN 55344

Re: **Confirmation of Security Interest and Release**

Ladies and Gentlemen:

Reference is made to that certain Teaming Agreement dated as of April 20, 2020 (collectively with the Standard Terms and Conditions of Sale, Revision November 2020 referenced in order forms thereunder, (the “**Terms**”), as amended, supplemented, or otherwise modified from time to time, the “**Teaming Agreement**”), by and among RK Mission Critical, LLC (“**RKMC**”) and Compute North LLC and its affiliates (collectively, “**Compute North**”). Capitalized terms used and not otherwise defined in this letter agreement (the “**Letter Agreement**”) shall have the respective meanings given to them in the Teaming Agreement.

Under Section 10 of the Terms, Buyer granted to RKMC a security interest in Goods sold by RKMC pursuant to order forms under the Teaming Agreement to secure payment of the purchase price for such Goods. We understand that Compute North has agreed to affirm RKMC’s security interest in certain of the Goods and to assist RKMC in perfecting its security interest therein in exchange for RKMC confirming that it released its security interest in all other Goods, except for Goods to which Compute North acquires title after the date of this Letter Agreement. In connection therewith, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Letter Agreement agree as follows:

1. Compute North acknowledges and affirms that pursuant to Section 10 of the Terms, Buyer granted to RKMC, and that RKMC as of the date hereof holds, a security interest in and to the Goods identified in the UCC-3 financing Statement attached as Exhibit A to this Letter Agreement (the “**Collateral**”). The parties acknowledge and affirm that RKMC has filed, and that Compute North consented to the filing of, the UCC-3 financing statement attached as Exhibit A to this Letter Agreement with the Delaware Secretary of State to amend the UCC-1 financing statement having File Number 2022 6256416 previously filed by RKMC.

2. RKMC acknowledges and affirms that, other than with respect to the Collateral, it has agreed to and does hereby release any and all security interest previously granted or otherwise created in its favor in Goods that have been delivered by RKMC pursuant to order forms under the Teaming Agreement as of the date of this Letter Agreement. RKMC hereby agrees to take such other actions as Compute North may reasonably request from time to time with respect thereto, including the filing of termination statements and any other instruments and documents necessary to memorialize or otherwise effect the foregoing releases.

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3. For the avoidance of doubt, the release granted by RKMC under Section 2 does not apply to Goods that have not been delivered by RKMC as of the date hereof, including with respect to any deposits paid by Compute North with respect thereto. Compute North further acknowledges that the security interest in all Goods delivered after the date of this Letter Agreement shall constitute a purchase-money security interest to the extent it secures obligations incurred by Compute North to enable it to acquire rights in such Goods.

4. Compute North represents and warrants to RKMC that the Collateral is located at the locations specified on Schedule 1, that it has not put any of the Collateral into productive use, and that it has not granted any liens in or to such Collateral to any third party.

5. This Letter Agreement (a) shall be governed by and construed in accordance with the internal laws of the State of Colorado, (b) may be executed in one or more counterparts, each of which shall be an original and all of which, taken together, shall constitute one and the same instrument, (c) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated orally or otherwise, except in writing signed by each such party, and (d) shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns.

If the foregoing correctly sets forth our mutual agreement with respect to these matters, please so acknowledge by signing and returning a copy of this Letter Agreement.

Sincerely,

RK MISSION CRITICAL, LLC

DocuSigned by:
By: 
Name: JOHN MARINUCCI
Title: Managing Partner

Agreed to and accepted as of the date first written above by:

COMPUTE NORTH LLC

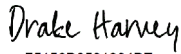
DocuSigned by:
By: 
Name: Drake Harvey
Title: Chief Operating Officer

Exhibit A
Financing Statement

[See Attached]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) PAT PERRIN (303) 285-2702	
B. E-MAIL CONTACT AT FILER (optional) KAM@BHGR.LAW.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="border: 1px solid black; padding: 5px;"> BERG HILL GREENLEAF 1712 PEARL STREET BOULDER, CO 80302 US </div>	

Delaware Department of State
U.C.C. Filing Section
Filed: 06:46 PM 07/28/2022
U.C.C. Initial Filing No: 2022 6256416
Amendment No: 2022 6345706
Service Request No: 20223120465

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20226256416

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:AND Check one of these three boxes to:This Change affects ☐ Debtor or ☐ Secured Party of record☐ CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c☐ ADD name: Complete item 7a or 7b, and item 7c☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
INDIVIDUAL'S FIRST PERSONAL NAME			
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☒ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

All Goods identified on Schedule 1 attached hereto and all Goods sold by Secured Party and delivered to Debtor after the date of this filing, wherever located, including with respect to the Goods all attachments, replacements and proceeds therefrom. For purposes of this filing, "Goods" means air-cooled modular data center containers manufactured by the Secured Party, including the CN1, CN2, CN2UL and CN3 containers, additional containers, and any other goods, equipment, materials and products sold by Secured Party to Debtor.
Collateral Description - please see attached

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a **DEBTOR**, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME RK MISSION CRITICAL, LLC			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

EXHIBIT 3

International Association of Commercial Administrators

Schedule 1
Collateral

Collateral	Address	Unit No.
CN1 Container	5400 Technology Way, Greenville NC, 27834	151058
CN1 Container	5400 Technology Way, Greenville NC, 27834	151029
CN1 Container	5400 Technology Way, Greenville NC, 27834	151032
CN1 Container	5400 Technology Way, Greenville NC, 27834	151033
CN1 Container	5400 Technology Way, Greenville NC, 27834	151036
CN1 Container	5400 Technology Way, Greenville NC, 27834	151038
CN1 Container	5400 Technology Way, Greenville NC, 27834	151039
CN1 Container	5400 Technology Way, Greenville NC, 27834	151042
CN1 Container	5400 Technology Way, Greenville NC, 27834	151048
CN1 Container	5400 Technology Way, Greenville NC, 27834	151051
CN1 Container	5400 Technology Way, Greenville NC, 27834	151050
CN1 Container	5400 Technology Way, Greenville NC, 27834	151045
CN1 Container	5400 Technology Way, Greenville NC, 27834	151043
CN1 Container	5400 Technology Way, Greenville NC, 27834	151040
CN1 Container	5400 Technology Way, Greenville NC, 27834	151041
CN1 Container	5400 Technology Way, Greenville NC, 27834	151037
CN1 Container	5400 Technology Way, Greenville NC, 27834	151034
CN1 Container	5400 Technology Way, Greenville NC, 27834	151035
CN1 Container	5400 Technology Way, Greenville NC, 27834	151031
CN1 Container	5400 Technology Way, Greenville NC, 27834	151030
CN1 Container	5400 Technology Way, Greenville NC, 27834	151026
CN1 Container	5400 Technology Way, Greenville NC, 27834	151003
CN1 Container	5400 Technology Way, Greenville NC, 27834	151004
CN1 Container	5400 Technology Way, Greenville NC, 27834	151007
CN1 Container	5400 Technology Way, Greenville NC, 27834	151018
CN1 Container	5400 Technology Way, Greenville NC, 27834	151019
CN1 Container	5400 Technology Way, Greenville NC, 27834	151017
CN1 Container	5400 Technology Way, Greenville NC, 27834	151008
CN1 Container	5400 Technology Way, Greenville NC, 27834	151022
CN1 Container	5400 Technology Way, Greenville NC, 27834	151021
CN1 Container	5400 Technology Way, Greenville NC, 27834	151024
CN1 Container	5400 Technology Way, Greenville NC, 27834	151028
CN1 Container	5400 Technology Way, Greenville NC, 27834	151016
CN1 Container	5400 Technology Way, Greenville NC, 27834	151015
CN1 Container	5400 Technology Way, Greenville NC, 27834	151005
CN1 Container	5400 Technology Way, Greenville NC, 27834	151013
CN1 Container	5400 Technology Way, Greenville NC, 27834	151014
CN1 Container	5400 Technology Way, Greenville NC, 27834	151012
CN1 Container	5400 Technology Way, Greenville NC, 27834	151011
CN1 Container	5400 Technology Way, Greenville NC, 27834	151010
CN1 Container	5400 Technology Way, Greenville NC, 27834	151009
CN1 Container	5400 Technology Way, Greenville NC, 27834	151006
CN1 Container	5400 Technology Way, Greenville NC, 27834	150991
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151887
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151962
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151864
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151863
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151888
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151865
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151889

Collateral	Address	Unit No.
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151736
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151858
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151876
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151877
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151938
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151941
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151728
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151744
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151726
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151939
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151851
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151944
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151945
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151943
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151942
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151859
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151715
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151852
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151860
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151937
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151711
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151848
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151738
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151737
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151714
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151722
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151853
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151856
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151940
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151875
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151948
CN2 Container	1801 Mitchell Bend Highway, Granbury TX, 76048	151951